MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NORTH CAROLINA STATE BUREAU OF INVESTIGATION

AND

CAROLINA BEACH POLICE DEPARTMENT

GENERAL PROVISIONS

A. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the North Carolina State Bureau of Investigation (SBI) and the Carolina Beach Police Department (CBPD); hereinafter referred to as the "parties," is to memorialize the parties' understandings regarding the transmitting, receiving and storage of information contained in the National Crime Information Center (NCIC) system of records.

B. BACKGROUND: The Federal Bureau of Investigation (FBI) maintains the NCIC system of records containing multiple files. Two of the files, the Vehicle File and License Plate File, contain information relating to stolen vehicles, vehicles wanted in conjunction with felonies, and vehicles subject to seizure based on federal court orders. Additionally, information relating to vehicles in association with wanted persons is contained in the Wanted Person File.

Several law enforcement agencies in North Carolina have instituted state-of-the-art license plate screening technology from mobile and fixed sites. Their vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Data is provided to the law enforcement agency, not the vendor. Consequently, these law enforcement agencies have requested that the SBI obtain relatively current information from the NCIC files in order to compare scanned numbers against stolen license plates.

C. AUTHORITY: The SBI enters into the MOU under the authority provided by North Carolina General Statute 114-10.1 and in the SBI's role as the FBI CJIS Systems Agency (CSA) for North Carolina, serving as the main conduit for delivery of FBI CJIS system data into this state.

D. SCOPE: This MOU applies to the SBI's transmission of information from the NCIC Vehicle File and NCIC License Plate File. It also applies to the SBI transmission of vehicle information from the NCIC Wanted Person File.

1. The SBI will:
    a. Provide CBPD with NCIC extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File;
    b. Provide updated extract information on a mutually agreed to frequency;
    c. Respond to specific inquiries from the CBPD; and
    d. Provide CBPD with the name and telephone number of technical and administrative points of contact.

2. The CBPD will:
    a. Use the NCIC extracts for law enforcement purposes;
    b. Ensure that all vendor/contractor/non-agency personnel meet FBI CJIS Security Policy standards;
    c. Update its local database as SBI updates become available, ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
    d. Confirm extract hits are still active in NCIC, at the earliest reasonable opportunity, in accordance with current hit confirmation policy; and
    e. Provide the SBI with the name and telephone number of technical and administrative points of contact.

E. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations. The parties expressly acknowledge that this in no way implies that the North Carolina State Bureau of Investigation (SBI) will appropriate funds for such expenditures.

F. DISCLOSURE AND USE OF INFORMATION: The exchange of information will be limited to extracts from the NCIC Vehicle File, the NCIC License Plate File, and vehicle information in the NCIC Wanted Person File.

G. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

H. SECURITY: It is the intent of the parties that the transfer of information described under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. All information is for Criminal Justice/Law Enforcement purposes only.

I. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:
   1. All activities of the parties under this MOU will be carried out in accordance to the above described provisions.
   2. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.
   3. Either party may terminate the MOU upon 30 days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:
      a. The parties will continue participation, financial or otherwise, up to the effective date of termination.
      b. Each party will pay the costs it incurs as a result of termination.
      c. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within three (3) months of the termination of this MOU.

J. This MOU, which consists of sections A through J, will enter into effect upon the **notarized signature** of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise, by any third party against the parties, their parent agencies, the State of North Carolina, or the officers, employees, agents, or other associated personnel thereof.

ACKNOWLEDGEMENT

The foregoing represents the understanding reached between the SBI and CBPD outlined on page 1 - 3 and page 2 - 3.

for the **NORTH CAROLINA STATE BUREAU OF INVESTIGATION (SBI)**

Ivy McMillan

Ivy McMillan
Special Agent in Charge
North Carolina State Bureau of Investigation
FBI CJIS Systems Officer - North Carolina

10/25/2022

Date

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Ivy McMillan — 10/26/2022
Name(s) of Principal(s) — *Date*

David J. Bader

Notary Public - Printed Name and Signature

My Commission Expires: 10-20-2024

(Official Seal)

DAVID J. BADER NOTARY PUBLIC WAKE COUNTY, NC

for the Carolina Beach Police Department **(CBPD)**

C. V. Ward

Vic Ward
Chief of Police
Carolina Beach Police Department

10/19/22

Date

New Hanover County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

C. V. Ward — 10/19/2022
Name(s) of Principal(s) — *Date*

Kimberle Ward

Notary Public - Printed Name and Signature

My Commission Expires: 3-3-2025

(Official Seal)

KIMBERLE WARD NOTARY PUBLIC My Commission Expires NEW HANOVER COUNTY, NC

* notarized signatures (original documents returned to SBI)

rev 02/24/2012